

1 Honorable Lonny R. Suko
2

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24 Global Client Solutions, LLC &
25 Rocky Mountain Bank and Trust

15 UNITED STATES DISTRICT COURT
16 EASTERN DISTRICT OF WASHINGTON

17 CHAD M. CARLSEN and SHASTA L. }
18 CARLSEN, husband and wife, }
19 individually and on behalf of a Class of }
20 similarly situated Washington families; }
21 and CARL POPHAM and MARY }
22 POPHAM, husband and wife, individually }
23 and on behalf of a Class of similarly }
24 situated Washington families;

25 Plaintiffs,
26 v.
GLOBAL CLIENT SOLUTIONS, LLC, }
an Oklahoma limited liability company; }
ROCKY MOUNTAIN BANK & TRUST, }
a Colorado financial institution; JOHN }
AND JANE DOES A-K,

Defendants.

} Case No: CV-09-246-LRS

} DEFENDANTS REPLY IN
OPPOSITION TO
PLAINTIFFS' RESPONSE TO
DEFENDANTS' MOTION TO
COMPEL ARBITRATION

Hearing Date:

February 4, 2010

DEF. REPLY IN OPPOSITION
TO PLAINTIFFS' RESPONSE TO
DEFENDANTS' MOTION TO
COMPEL ARBITRATION - 1
CV-09-246-LRS

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1 Defendants Rocky Mountain Bank and Trust (“RMBT”) and Global
 2 Client Solutions, LLC (“GCS”) (collectively “Defendants”) file this Reply to
 3 Plaintiffs’ Chad Carlsen, Shasta Carlsen, Carl Popham, and Mary Popham
 4 (collectively “Plaintiffs”), Response to Defendants’ respective Motions to
 5 Compel Arbitration.

6

7 **I. INTRODUCTION**

8 The parties executed binding, enforceable Agreements: the Account
 9 Agreements and Disclosure Statements, each containing an enforceable
 10 arbitration provision (the “Arbitration Agreements”). Plaintiffs argue that
 11 they should be exempt from the terms of the agreements to arbitrate because
 12 they are allegedly unconscionable and in contravention to Washington
 13 public policy. This argument fails for several reasons. First, even if the
 14 particular provisions complained of by Plaintiffs are deemed
 15 unconscionable, they are severable from the provisions requiring arbitration.
 16 Second, the Arbitration Agreements are neither procedurally nor
 17 substantively unconscionable.

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1 **II. ARGUMENT**

2 **A. Severability Requires the Court to Compel Arbitration.**

3 Plaintiffs' argument that the Arbitration Agreements be deemed
 4 invalid ignores their severability provisions. The Arbitration Agreements
 5 specifically provide that "[i]f any part of this Agreement is declared void or
 6 unenforceable, such provisions shall be deemed severed from this
 7 Agreement. The remainder of this Agreement shall remain in full force and
 8 effect, and shall be modified to any extent necessary to give such force and
 9 effect to the remaining provisions." The Agreements are attached as
 10 Exhibits A and B. Washington courts enforce such severability clauses.¹ In
 11 *Adler v. Fred Lind Manor*, the court held that the parties' attorneys' fees and
 12 limitations clauses were severable provisions, but advised that on remand, in
 13 the event the trial court found the fee-splitting provision to be
 14 unconscionable, it could likewise sever that provision and still compel
 15 arbitration.² The same severability analysis applies here. If the Court
 16 determines that the specific provisions about which Plaintiffs complain are
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¹ *Adler v. Fred Lind Manor*, 103 P.3d 773 (Wash. 2004); *Zuver v. Airtouch*

24 Communications, Inc., 103 P.3d 753 (Wash. 2004); *Kruger Clinic Orthopaedics, LLC v.*
 25 *Regence Blueshield*, 98 P.3d 66 (Wash. 2004); *Olsen v. Alterra Healthcare Corp.*, No.
 26 C08-5506FDB, 2008 WL 4379056 (W.D. Wash. Sept. 23, 2008).

² *Adler*, 103 P.3d 773.

1 unconscionable, the provisions requiring arbitration of this dispute remain
 2 unaffected.

3

4 **B. The Arbitration Provisions Challenged by Plaintiffs are not
 Unconscionable.**

5

6 **1. The Arbitration Agreements are not procedurally
 unconscionable.**

7

8 Plaintiffs, in the Response, launch into a diatribe challenging the
 9 Arbitration Agreements based upon the incorrect assertion that the
 10 Arbitration Agreements are essentially “unreadable” and the completely
 11 unfounded suggestion that the Arbitration Agreements were not even
 12 provided to the Plaintiffs. This argument appears to challenge the
 13 Arbitration Agreements as procedurally unconscionable. This argument,
 14 however, is wholly without merit.

15

16 As an initial matter, the Court can and will decide for itself the
 17 readability of the Arbitration Agreements, which, respectfully, Defendants’
 18 counsel has encountered no difficulty reading. Moreover, Plaintiffs cannot
 19 deny that they entered into a contract, under which they performed and
 20 realized the benefits of for months.³

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25 ³. The Carlsens performed under the contract from August 2007 through
 26 June 2008 and the Pophams February 2009 through July 2009.

1 Plaintiffs' challenge to the arbitration provisions as procedurally
 2 unconscionable must fail since Plaintiffs have failed to carry the burden of
 3 proving that the Agreements are unconscionable.⁴ The circumstances
 4 surrounding the entry into the Arbitration Agreements do not establish that
 5 the Agreements are procedurally unconscionable. Plaintiffs are
 6 demonstrating a complete lack of candor in their suggestion that they did not
 7 understand and agree to the terms set forth in the Arbitration Agreements
 8 with Defendants or that they did not receive a copy of the agreement. A
 9 person who is presented with a contract has a duty to read it and if the
 10 person signs it, he or she is "conclusively presumed to know its contents and
 11 to assent to them," regardless of whether the person actually read it.⁵ The
 12 "ignorance of the contents of a contract expressed in a written instrument,"
 13 which is essentially what Plaintiffs are claiming, "does not ordinarily affect
 14 the liability of one who signs it."⁶

15 It is clearly stated, on the Special Purpose Account Application, which
 16 is signed by each respective Plaintiff, each Plaintiff agreed "*I acknowledge*
 17 *that I have received a copy of the Agreement; that I have read and*

18 _____
 19 ⁴. *Zuver v. Airtouch Communications, Inc.*, 103 P.3d 753 (Wash. 2004).

20 ⁵. *Tjart v. Smith Barney, Inc.*, 28 P.3d 823, 829 (Wash. Ct. App. 2001).

21 ⁶. *Id.*

1 *understand it; that the Agreement is fully incorporated into this*
 2 *Application by reference; and that I am bound by all of its terms and*
 3 *conditions.*⁷ Further, to the extent Plaintiffs argue that they did not receive
 4 a copy of the Arbitration Agreements, as we describe above, when signing
 5 the Special Purpose Account Application the customer acknowledges that he
 6 has received a copy of the Account Agreement and Disclosure Statement
 7 that contains the Arbitration Agreement. Then, as per its standard and usual
 8 business practice and routine, Defendant GCS sent each customer a
 9 Welcome Letter including a copy of the Account Agreement and Disclosure
 10 Statement. Moreover, this is not a basis for invalidating the Arbitration
 11 Agreements, as there is no legal requirement that Defendants even give
 12 Plaintiffs a copy.⁸

17 **2. The Arbitration Agreements are not substantively**
 18 **unconscionable.**

19 Plaintiffs' contention that the Arbitration Agreements are
 20 substantively unconscionable and in violation of Washington's public policy
 21 is similarly without merit. Plaintiffs complain that the Arbitration
 22 Agreements are fundamentally unfair because they violate Washington's

24 ⁷. See Exhibits A & B (emphasis in original).

25 ⁸. *Tjart*, 28 P.3d at 829-30 (enforcing an arbitration agreement even though
 26 employee was not given a copy of it after she signed it).

1 public policy. The case primarily relied upon by Plaintiffs for this
2 contention is easily distinguished.
3

4 In *Dix v. ICT Group, Inc.*—a case involving a forum selection cause,
5 not an arbitration agreement—the court found that the forum selection
6 clause should not be enforced because it would result in the Plaintiff having
7 no avenue for relief. That is certainly not the case here. The parties have
8 simply agreed to the forum in which to resolve their dispute. Further, as set
9 forth above, any provision which the Court determines to be offensive
10 should properly be stricken before the agreement is rendered a nullity.
11
12

13 Plaintiffs further argue that the Agreements should not be enforced
14 because, in order to prevail on a claim for a violation of the consumer
15 protection act, Plaintiffs must show that the challenged practices affect the
16 public interest. Plaintiffs, however, fail to articulate why this could not be
17 considered by the arbitrators or why this would provide a basis for the Court
18 to invalidate the Arbitration Agreement. The only ground for this argument
19 that can be discerned from Plaintiffs' Response is that the application of the
20 choice of law and forum selection provisions of the Arbitration Agreements
21 should not be applied in this case. As we have said, before rendering the
22 entire agreement invalid, the Court can properly strike these provisions if it
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1 finds them to be offensive or otherwise unenforceable. Accordingly, this
 2 argument fails to provide a basis for the invalidation of the binding
 3 agreements to arbitrate.
 4

5 Plaintiffs further complain that the costs of arbitration of Plaintiffs'
 6 claims under Defendants' arbitration provision would be prohibitively
 7 expensive but do not explain why or how. Certainly this case, if not
 8 certified as a class, would be equally if not considerably more expensive to
 9 litigate. Plaintiffs then go into a detailed argument in support of class
 10 certification. Plaintiffs, however, fail to demonstrate why this concern
 11 affects the enforceability of the Arbitration Agreements. When a party seeks
 12 to invalidate an arbitration agreement on the ground that arbitration would
 13 be prohibitively expensive, that party bears the burden of showing the
 14 likelihood of incurring such costs.⁹ To carry this burden, Plaintiffs must
 15 provide *specific evidence* about their financial situation, as well as about
 16 how much they will likely pay in arbitration fees in a particular case,¹⁰ or
 17 why it would be more than the cost of the federal court¹¹ litigation Plaintiffs
 18

23 ⁹. *Zuver*, 153 Wn.2d at 308; *Green Tree Fin. Corp. v. Randolph*, 531 U.S.
 79, 92 (2000).

24 ¹⁰. *Adler*, 153 Wn.2d at 353 (Wash. 2005); *Zuver*, 153 Wn.2d at 308-10.

25 ¹¹. It begs the question why a party facing budgetary constraints would
 26 willingly chose a federal court forum versus the typically least costly state court forum.

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1 have already filed. Plaintiffs have provided no such evidence here, nor have
2 they offered any specific evidence or testimony about what their share of the
3 arbitration fees would amount to in this case. Nor have Plaintiffs made the
4 required showing that conducting arbitration out of state would be
5 prohibitively expensive. But there are already demonstrated remedies short
6 of invalidation of the provision available to the Court.
7

8 Finally, Plaintiffs wrongly interpret a Joint Rule 26(f) Report
9 submitted in another case to which Defendants are parties entitled *Estrella,*
10 *et al. v. Freedom Financial Network, LLC, et al.*, Case No. 09CV-03156,
11 (N.D. Cal.). That case includes other parties, presents materially different
12 issues, and warrants a specific strategy suited to those differences. A
13 scheduling report by different parties in a wholly separate and unrelated
14 action is indicative of nothing and provides no guidance in this case.
15

18 **III. CONCLUSION**

19 Regardless of the Court's interpretation of the arbitration provisions,
20 the proper remedy is not to invalidate the agreements in their entirety, rather
21 to strike any offending arbitration provisions. The provisions relating to the
22 location of the arbitration, the selection of the arbitrator, and the choice of
23 law have not been proven invalid and should be enforced. But should one or
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1 more of these discrete terms give the Court pause, it is clear that they do not
2 "taint" the fundamental agreement, which is simply to move the dispute to
3 another equally effective forum. These isolated provisions may be severed.
4
5 For the reasons set forth above, Plaintiffs have failed to demonstrate in their
6 Response why the Arbitration Agreements should not be enforced.
7 Accordingly, as set forth in Defendants' Motions to Compel Arbitration, the
8 Federal Arbitration Act requires that Plaintiffs' claims against Defendants be
9 arbitrated in accordance with the Agreements governing the relationship
10 between the parties.
11
12

13 Respectfully submitted,
14
15 Dated: December 11, 2009 FREIMUND JACKSON TARDIF &
16
17
18 /s/
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26 Attorneys for Defendants
GLOBAL CLIENT SOLUTIONS, LLC &
ROCKY MOUNTAIN BANK & TRUST

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CERTIFICATE OF SERVICE

I hereby certify that on December 11, 2009, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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DEF. REPLY IN OPPOSITION
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FEDEX KINKO'S 2893

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SPECIAL PURPOSE ACCOUNT APPLICATION

I hereby apply for and agree to establish a special purpose account (the "Account") with Rocky Mountain Bank & Trust of Colorado Springs, Colorado ("Bank") for the purpose of accumulating funds to repay my debts in connection with a debt management program (the "Program") sponsored by the organization identified below (the "Sponsor"). I understand that the Account's features, terms, conditions and rules are further described in an Account Agreement and Disclosure Statement that accompanies this Application (the "Agreement"). I acknowledge that I have received a copy of the Agreement; that I have read and understand it; that the Agreement is fully incorporated into this Application by reference; and that I am bound by all of its terms and conditions. I also understand that this Application is subject to Bank's customer identification program, as required the USA Patriot Act and other applicable laws; and accordingly, I hereby represent that the following information is true and complete to the best of my knowledge and belief, and that I will provide a copy of a government issued photo-ID (e.g., a driver's license) for Bank's use in connection with this application.

ACCOUNT OWNERSHIP, CONTROL AND USE

I understand that the Account, when established in accordance with this Application, will be my sole and exclusive property; that only I may authorize deposits to and disbursements from the Account; and that I may withdraw funds from and/or close the Account at any time as provided for in the Agreement. I hereby authorize Bank, through its agent Global Client Solutions, LLC ("Global"), to administer the Account on my behalf by (a) periodically transferring and depositing funds to the Account pursuant to the authorization provided below and (b) periodically disbursing funds from the Account pursuant to instructions that I may give from time to time. In this regard, I hereby authorize payment from the Account of the fees and charges provided for in this Application and the Agreement.

PERMISSION TO SHARE DATA

I hereby grant permission for Bank, Global and the Sponsor to share information regarding the Program and the Account with each other to facilitate the transactions I may initiate that involve the Account, and with any other party that is essential to the administration of the Account on my behalf. I understand that the Agreement provides additional information relating to privacy.

Applicant Last Name	First Name	M.I.	Social Security #	Date of Birth (month/year)
Popham	Carl	C	[REDACTED]	[REDACTED]
Authorized Contact Last Name	First Name	M.I.	Social Security #	Date of Birth (month/year)
Popham	Mary	M	[REDACTED]	[REDACTED]
Address	City	State Zip		
1606 E SHARP AVE.	SPokane	WA 99202		
Home Phone	E-mail address	Mother's Maiden Name (for future ID purposes)		
509-533-5027	pophamj@ztc.net	FRIEND		
Sponsor	Account Number with Sponsor			
Silver Bay Financial				

AUTHORIZATION TO DEBIT BANK ACCOUNT**Financial Institution Information****Bank Name**

PROGRESSIONS CREDIT UNION			
Address	City	State	Zip
2919 E. MISSION AVE.	SPokane	WA	99202
Routing Number	Account Number		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Customer Information

Name (as it appears on check)			
Carl N. Popham			
Address (as it appears on check)	City	State	Zip
1606 E. SHARP AVE.	SPokane	WA	99202
Amount of Debit	Date of Debit		
\$ 628.00	On or after the 1st 17 th day of each month until further notice		

I hereby authorize Bank, through its agent Global, to initiate debit entries to my checking / savings account at the financial institution named above (my "Primary Bank Account"), in the amount(s) and on or after the date(s) set forth above, and to debit the same to my Primary Bank Account for the purpose of transferring funds to my Account at Bank. I represent that my Primary Bank Account exists; that I own it; and that I will maintain sufficient funds in it to permit the debits to clear on the applicable dates. I understand that I will incur a charge as set forth in the Schedule of Fees and Charges if any attempted debit is not immediately honored when presented. In addition, I understand that I may subsequently designate another account for this purpose by contacting Global customer service; that I may also change the corresponding amounts and dates from time to time in this manner; and that the representations I made above about My Primary Bank Account will apply to any other account that I designate.

This authorization shall remain in full force and effect until I give a written termination notice to Global that affords it a reasonable period of time to act on it. Any such notice, and any other written notice that is provided for in this Application or the Agreement, shall be sent to Global customer service at the address set forth in the Agreement. In addition, I understand that Global may terminate this authorization on behalf of Bank by providing me with a written notice at least ten (10) days prior to the actual termination.

¹ Routing Number is the 9-digit number that appears in bottom left-hand corner of your check.
² Account Number is to the right of the Routing Number and after the check number on your check.

Applicant Signature	Date
Carl Popham	1-27-09
Authorized Contact Signature	Date
Mary Popham	1-27-09

SCHEDULE OF FEES AND CHARGES**Program Fees (refer to your Sponsor Agreement)**

Account Setup (one-time fee) \$ 8.00

Monthly Service Charge \$ 9.85

Transaction and Other Fees**Premium Deposit Services**

Wire transfer \$10.00

Dishonored/returned deposit item \$ 0.00

Premium Disbursement Services

Wire transfer \$15.00

2nd Day Delivery (8pm Central Time cutoff) \$10.00

Oversight delivery (8pm Central Time cutoff) \$20.00

Stop payment order \$17.50

See the Agreement for the Global payment and correspondence addresses, the address of the Global website and the toll-free Global customer service number.

Monthly statements will be mailed unless the box is checked, in which case they will be sent via e-mail.

FOR OFFICE USE ONLY

	ACCOUNT NUMBER
	PASSCODE

Global Client Solutions Banking Services

Global Client Solutions LLC
9820 E 41st Street, Ste 400
Tulsa, Oklahoma 74146

Rocky Mountain Bank & Trust

Account #: [REDACTED]

RETURN SERVICE REQUESTED

February 3, 2009

[REDACTED]

CARL POPHAM
1606 E SHARP AVE
SPOKANE WA 99202-2640

Client of Silver Bay Financial Inc

Internet Password:
IVR Password: [REDACTED]

Welcome to Global Client Solutions

Please read the following carefully and in its entirety as it contains important information regarding your account.

We would like to welcome you to Global Client Solutions, LLC ("GCS"). We are the **processor** for all activity related to your account at Rocky Mountain Bank and Trust ("RMBT"). Your account setup and your new account number is displayed above. You will need this number for future access to your account activity and balance information. By this time you should have already completed your bank account application and returned it to your sponsoring company, who will in turn forward it to us. If by chance you attempt to login to your account prior to us receiving the paperwork you will be prompted to complete the application electronically before entering your account. We apologize for any inconvenience this may cause but we believe the additional security of your personal information must take precedence over convenience.

Your account can be accessed online at www.globalclientsolutions.com or through our Customer Support line at (800)-398-7191. Passwords for both services are included at the top of this letter. Please note that your 4-digit Passcode must be used to access account information via telephone and is also used for verification purposes should you need to contact a customer support representative. Internet access requires that you enter your 16-digit account number as your Username, and the "Internet Password" indicated above as your Password. You can change your password once you have logged into the website, or continue to use the one provided. Please take a moment to log in and review your personal information and forward changes to customersupport@globalclientsolutions.com.

In addition to online and telephone access, we will mail you a paper statement listing all account activity during each calendar month. The statement will be mailed out by the 15th of the month following the month being reported. Please take advantage of these various access methods to monitor your account on a regular basis. We strive for excellence in helping you manage your account, but ultimately this is your account and should be treated like any other asset you own.

Our Role as Third Party Processor

Our duties as the **processor** for your account include the drafting of funds from your primary bank account into your account at RMBT as provided for in your application, as well as making payments to your creditors when we are instructed to do so. Please note, however, that we do not maintain records of your individual debts and therefore any questions regarding negotiations of debts and the status of your debt management program should be directed to **Silver Bay Financial Inc**. Additionally, any questions regarding changes to your draft or deposit schedule should also be directed to **Silver Bay Financial Inc** because changes to those schedules could directly impact future creditor payments or negotiations.

Included with this letter is your Account Agreement and Disclosure Statement. Any fees applicable to the maintenance of your account with RMBT are listed and should be reviewed. Instructions for contacting us, as well as instructions on how to deposit additional funds into your account are also included in that document. Please feel free to give us a call or send an email if you have any questions about your account. Our office hours are 9:00 am to 8:00 pm CST, Monday through Friday, excluding bank holidays.

Sincerely,

Global Client Solutions
Customer Support Team

**ACCOUNT AGREEMENT
AND DISCLOSURE STATEMENT**

This Account Agreement and Disclosure Agreement (this "Agreement") is between Rocky Mountain Bank & Trust, 755 Cheyenne Meadows, Colorado Springs, CO 80906 (the "Bank"), and you. This document contains the terms, conditions, and disclosures that apply to your special purpose account with us (your "Account"). We hope that you will find it helpful in answering any questions you might have about your Account. By signing an Application for your Account and using it, you agree that this Agreement shall apply; and you agree to abide by all of the terms, conditions, and rules set forth in this Agreement. If you have questions that are not addressed here, or otherwise need to contact us about your Account, please call, e-mail, or write our customer service provider, Global Client Solutions LLC ("GCS"), at the number or address shown at the end of this Agreement. Please review this document carefully and keep it with your other records.

Definitions: In this Agreement, the words, "I," "me," "mine," "my," "you," and "your" mean you and any other party who uses the Account. The words "we," "us," "our," shall mean the Bank or any agent of the Bank, including, without limitation, GCS.

Purpose, Nature and Use of the Account: Your Account is a special purpose bank account that you can use in connection with the debt management program you have undertaken. In general, you will be making periodic deposits to your Account from your primary bank account, and you will be periodically disbursing funds from your Account to repay your debts. Your Account is an FDIC-insured sub-account within a master custodial account maintained at the Bank. You are the only one that has the right to authorize transactions involving your Account; and you may withdraw funds from your Account and/or close it at any time in the manner provided for below. Your Account may not be used for illegal transactions or to purchase illegal goods or services.

Passcode and Password: We will provide you with a four-digit number (your "Passcode") that you will use to access your Account via the telephone.

Additionally, we will provide you a random character sequence (your "Password") that you will use to access your account via the Internet. You are responsible for the protection and use of your Passcode or Password. Do not disclose your Passcode or Password to anyone who does not have your permission to access your Account.

Telephonic / Electronic Communications: You authorize us to accept and act upon any agreement or instruction received from you, or authorized by you, concerning your Account where you communicate that agreement or instruction to us by telephone, facsimile, e-mail or other electronic means using a telephone keypad or computer. Use of your Passcode, Password, or any other form of agreed upon designation, in any transaction constitutes acceptance by you and us that it is your electronic signature, as that term is used in the federal Electronic Signature in Global and National Commerce law and applicable state laws.

Authorizing Transactions: You have authorized us to make certain transactions on your behalf in the account application you signed when you applied for your Account (your "Account Application"). From time to time, you may change those instructions and/or give us other instructions to initiate deposits to or disbursements from your Account by using your Password to log into the GCS website or by contacting GCS customer service. We will then follow those instructions provided you have given us a reasonable period of time to act on them. The address of the GCS website and the telephone number for GCS customer service is shown at the end of this Agreement.

Fees and Charges: You promise to pay us the fees and charges shown in the Schedule of Fees and Charges below and in your Account Application; and you agree that we may deduct these charges directly from your Account. The monthly service charge for the first month in which your Account is opened will not be prorated and will be deemed earned on the first day your account is opened. Thereafter, the monthly service charge will be deemed earned in full on the first day of each calendar month. Other fees will be deemed earned at the time of the transaction or the event that gives rise to the fee. We reserve the right to increase the fees and charges relating to your Account for any increase in our associated costs and expenses.

Termination of Agreement: You may terminate this Agreement and close your Account at any time by sending a written notice to GCS customer service at the address shown at the end of this Agreement. We may terminate this Agreement and cancel your Account at any time without notice for inactivity. If your Account is improperly maintained or used, or if you otherwise violate any provision of this Agreement. The effective date for the termination of this Agreement will be ten days after we receive your termination notice or immediately if we terminate it. If either you or we terminate this Agreement, we will promptly send you our check for the collected balance in your Account.

Default and Collection of Accounts: If your Account is suspended, canceled or terminated for any reason and your Account has a negative balance, you agree to pay us the negative balance upon demand. Should you fail to remit all amounts due, you shall remain responsible for the deficit and you understand that we, or anyone on our behalf, shall have the right to collect all such amounts. If we are forced to take collection action, you agree to pay all court costs and collection fees, including reasonable attorney's fees, to the extent permitted by applicable law.

Monthly Statements: We will mail you a monthly statement showing your Account balance unless you have elected to receive your statement online. Additionally, you may obtain balance and transaction information by using your Password to log into the GCS website or by calling GCS customer service. You agree to inspect your statement and promptly notify us of any erroneous, improper or unauthorized transactions.

Interest: No interest will be paid to you on or with respect to your Account.

Consumer Liability: If you believe someone has transferred or may transfer money from your Account without your permission, contact GCS customer service immediately at the number or address shown at the end of this Agreement. Telephoning is the best way to keep your possible losses down. If you fail to notify us promptly, you could lose all of the money in your Account.

FDIC Insurance: The funds in your Account will be FDIC insured up to a maximum of \$100,000.00.

Failure to Complete Transactions: We will not be liable for failing to complete a transaction if, through no fault of ours, you do not have enough money in your Account to complete the transaction; or if circumstances beyond our control prevent the completion of the transaction.

Error Resolution Procedures: In case of errors or questions about transactions involving your Account, call or write GCS customer service at the number or address shown at the end of this Agreement as soon as you can. We must hear from you no later than sixty days after the transaction in question has been reflected on your monthly statement. When you contact us, please provide the following information:

1. Your name and Account Number.
2. Date and amount of transaction.
3. Type of transaction and description of the suspected error. Please explain as clearly as possible why you believe there is an error or why you need additional information.
4. Dollar amount of the suspected error.

If you provide this information orally, we may require that you also send it to us in writing within ten business days. We will tell you the results of our investigation within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five days to investigate your complaint or question. If we decide there is no error, we will send you a written explanation within three business days. You may ask for and receive copies of the documents that we used in our investigation.

Creditor Disputes: You agree to settle all disputes about payments made to your creditors from your Account. We are simply providing your Account to help facilitate your plan to repay your debts. We are not a party to your debt management plan, and you acknowledge that we have no involvement in or responsibilities of any nature with respect to your plan or the results that you may or may not achieve from its execution.

Arbitration and Application of Law: In the event of a dispute or claim relating in any way to this Agreement or our services, you agree that such dispute shall be resolved by binding arbitration utilizing a qualified independent arbitrator of our choosing. Further, you agree that any arbitration shall take place in Colorado Springs, Colorado and that the laws of the State of Colorado shall apply. The decision of an arbitrator will be final and subject to enforcement in a court of competent jurisdiction.

Limitation of Liability: Under no circumstances shall we be liable for any special, incidental, consequential, exemplary or punitive damages.

Change in Terms: We may, at any time, and subject to applicable law, add, delete, or modify the terms, conditions, rights and responsibilities regarding your Account. You will be notified of any changes. However, if the change is made for security purposes, we can implement such change without prior notice. We reserve the right to add, delete, change, modify, or replace, from time to time, and without prior notice, any of our service providers, as we deem necessary in our sole discretion.

Governing Law: The laws of the State of Colorado govern this Agreement without giving effect to the choice of law provisions thereof. If any part of this Agreement is declared void or unenforceable, such provisions shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect, and shall be modified to any extent necessary to give such force and effect to the remaining provisions. No delay or forbearance in the strict observance or performance of any provision of this Agreement, nor any failure to exercise a right or remedy hereunder, shall be construed as a waiver of such performance, right, or remedy, as the case may be.

USA Patriot Act Compliance: In order to assist in combating terrorism and preventing the banking system from being used for money laundering purposes, you authorize us to take those steps that are reasonable and practical to identify you and any information about you, including, without limitation, securing a credit report on you and otherwise verifying your identity as we are required to do so by the USA Patriot Act.

PRIVACY POLICY

We are committed to providing the highest level of security and privacy regarding the collection and use of your personal information. Personal information may be collected from your account Application, any updated information you may provide us from time to time and the banking transactions processed through your Account. A description of our Privacy Policy is provided below. If you have additional questions regarding the privacy of your personal information, please contact GCS customer service at the address shown at the end of this Agreement.

Collection / Use of Personal Information:

Our collection of your personal information is designed to protect access to your Accounts and to assist us in providing you with the products and services you want and need. All personal information collected and stored by us, or on our behalf, is used for specific business purposes to protect and administer your Account and transactions, to comply with state and federal banking regulations, and to help us better understand your financial needs in order to design or improve our products and services.

Only approved personnel will have access to your personal information. Furthermore, auditing mechanisms have been put into place to further protect your information by identifying the personnel who may have accessed and in any way modified - for example, updated or added to - your personal information.

Maintenance of Accurate Information: It is in the best interest of both you and us to maintain accurate records concerning your personal information. For this reason, we allow you to update your personal information online, at any time, by using your Password to log into the GCS Website or by contacting GCS customer service.

Limited Access to Personal Information: We limit access to your personal information to only those personnel with a business reason for knowing such information. We also educate all personnel about the importance of confidentiality and customer privacy. In addition, individual user names and passwords are used by approved personnel to access your personal information, providing audit trails to further safeguard the privacy of your personal information.

Third-Party Disclosure Restrictions: We follow strict privacy procedures in regard to protecting your personal information. In addition, we require all third parties with a business need to access this information to adhere to similar and equally stringent privacy policies. Personal information may be supplied to a third party in order to process a transaction you have authorized or if the disclosure is required or allowed by law (i.e. exchange of information with reputable reporting agencies, subpoena, or the investigation of fraudulent activity, etc.).

Disclosure of Privacy Policies: We are committed to ensuring the privacy of your personal information. For more information regarding our Privacy Policy, please contact GCS customer service.

SCHEDULE OF FEES AND CHARGES

One-time account setup.....	9.00
Monthly service charge.....	9.85
Transaction and other fees:	
Incoming wire transfer.....	10.00
Dishonored/returned deposit item..	0.00
Premium disbursement services:	
Wire transfer.....	15.00
2nd day check delivery.....	10.00
Standard next day check delivery	20.00
Stop payment order.....	17.50

CUSTOMER SERVICE INFORMATION

Website Address:

www.globalclientsolutions.com

Correspondence Address:

9820 E 41st Street, Suite 400
Tulsa, OK 74146
Telephone - (800) 398-7191
Fax - (866) 355-8228

Payment Address:

PO Box 61029
Colorado Springs, CO 80960-1029

Express Mail Payment Address:

755 Cheyenne Meadows Rd
Colorado Springs, CO 80906
(719) 579-7628

Wire Transfer Instructions:

Rocky Mountain Bank & Trust
101 East Main, Florence, Colorado 81226
Telephone - (719) 784-6316
ABA# - 107000929
For credit to - Global Client Solutions,
Custodian
Account # - 034584
For further credit to: Your name plus your
16-digit acct. number.

MoneyGram Instructions:

Agent locator - www.moneygram.com

Sending Instructions

Pay to - Global Client Solutions, Custodian
Receive Code - 4912
Account # - "DR" + last 8 digits of your 16-digit
acct. # (Example: DR12345678)

Global Client Solutions Banking Services

Global Client Solutions LLC
9820 E 41st Street, Ste 400
Tulsa, Oklahoma 74146

Rocky Mountain Bank & Trust
Account #: [REDACTED]

RETURN SERVICE REQUESTED

August 16, 2007

[REDACTED]
[REDACTED]
Shasta Carlsen
1629 E DEVOE LN
SPOKANE WA 99217-8742

Client of Freedom Debt Relief

Internet Password: [REDACTED]
IVR Password: [REDACTED]

Welcome to Global Client Solutions

We would like to welcome you to Global Client Solutions, LLC ("GCS"). We are the processor for all activity related to your account at Rocky Mountain Bank and Trust ("RMBT"). Your account setup has been completed, and the last six digits of your new account number are displayed above. Please contact Freedom Debt Relief at (650) 571-0961 to obtain your entire 16-digit account number. You will need this number for future access to your account activity and balance information. Also, your 16-digit account number will appear on future statements in its entirety, but for security reasons we have masked all but the last 6 digits on this letter.

Your account can be accessed online at www.globalclientsolutions.com or through our Customer Support line at (800)-398-7191. Passwords for both services are included at the top of this letter. Please note that your 4-digit Passcode must be used to access account information via telephone and is also used for verification purposes should you need to contact a customer support representative. Internet access requires that you enter your 16-digit account number as your Username, and the "Internet Password" indicated above as your Password. You can change your password once you have logged into the website, or continue to use the one provided. Please take a moment to log in and review your personal information and forward changes to customersupport@globalclientsolutions.com. You are encouraged to take advantage of these various access methods to monitor your account on a regular basis. We strive for excellence in helping you manage your account, but ultimately this is your account and should be treated like any other assets you own.

Our duties as the processor for your account include the drafting of funds from your primary bank account into your account at RMBT as provided for in your application, as well as making payments to your creditors when we are instructed to do so. Please note, however, that we do not maintain records of your individual debts and therefore any questions regarding negotiations of debts and the status of your debt management program should be directed to Freedom Debt Relief. Additionally, any questions regarding changes to your draft or deposit schedule should also be directed to Freedom Debt Relief because changes to those schedules could directly impact future creditor payments or negotiations.

Included with this letter is your Account Agreement and Disclosure Statement. Any fees applicable to the maintenance of your account with RMBT are listed and should be reviewed. Instructions for contacting us, as well as instructions on how to deposit additional funds into your account are also included in that document. Please feel free to give us a call or send an email if you have any questions about your account. Our office hours are 9:00 am to 6:00 pm CST, Monday through Friday, excluding bank holidays.

Sincerely,

Global Client Solutions
Customer Support Team

**ACCOUNT AGREEMENT
AND DISCLOSURE STATEMENT**

This Account Agreement and Disclosure Agreement (this "Agreement") is between Rocky Mountain Bank & Trust, 755 Cheyenne Meadows, Colorado Springs, CO 80906 (the "Bank"), and you. This document contains the terms, conditions, and disclosures that apply to your special purpose account with us (your "Account"). We hope that you will find it helpful in answering any questions you might have about your Account. By signing an Application for your Account and using it, you agree that this Agreement shall apply; and you agree to abide by all of the terms, conditions, and rules set forth in this Agreement. If you have questions that are not addressed here, or otherwise need to contact us about your Account, please call, e-mail, or write our customer service provider, Global Client Solutions LLC ("GCS"), at the number or address shown at the end of this Agreement. Please review this document carefully and keep it with your other records.

Definitions: In this Agreement, the words, "I," "me," "mine," "my," "you," and "your" mean you and any other party who uses the Account. The words "we," "us," "our," shall mean the Bank or any agent of the Bank, including, without limitation, GCS.

Purpose, Nature and Use of the Account:

Your Account is a special purpose bank account that you can use in connection with the debt management program you have undertaken. In general, you will be making periodic deposits to your Account from your primary bank account, and you will be periodically disbursing funds from your Account to repay your debts. Your Account is an FDIC-insured sub-account within a master custodial account maintained at the Bank. You are the only one that has the right to authorize transactions involving your Account; and you may withdraw funds from your Account and/or close it at any time in the manner provided for below. Your Account may not be used for illegal transactions or to purchase illegal goods or services.

Passcode and Password: We will provide you with a four-digit number (your "Passcode") that you will use to access your Account via the telephone.

Additionally, we will provide you a random character sequence (your "Password") that you will use to access your account via the Internet. You are responsible for the protection and use of your Passcode or Password. Do not disclose your Passcode or Password to anyone who does not have your permission to access your Account.

Telephonic / Electronic Communications:

You authorize us to accept and act upon any agreement or instruction received from you, or authorized by you, concerning your Account where you communicate that agreement or instruction to us by telephone, facsimile, e-mail or other electronic means using a telephone keypad or computer. Use of your Passcode, Password, or any other form of agreed upon designation, in any transaction constitutes acceptance by you and us that it is your electronic signature, as that term is used in the federal Electronic Signature in Global and National Commerce law and applicable state laws.

Authorizing Transactions: You have authorized us to make certain transactions on your behalf in the account application you signed when you applied for your Account (your "Account Application"). From time to time, you may change those instructions and/or give us other instructions to initiate deposits to or disbursements from your Account by using your Password to log into the GCS website or by contacting GCS customer service. We will then follow those instructions provided you have given us a reasonable period of time to act on them. The address of the GCS website and the telephone number for GCS customer service is shown at the end of this Agreement.

Fees and Charges: You promise to pay us the fees and charges shown in the Schedule of Fees and Charges below and in your Account Application; and you agree that we may deduct these charges directly from your Account. The monthly service charge for the first month in which your Account is opened will not be prorated and will be deemed earned on the first day your account is opened. Thereafter, the monthly service charge will be deemed earned in full on the first day of each calendar month. Other fees will be deemed earned at the time of the transaction or the event that gives rise to the fee. We reserve the right to increase the fees and charges relating to your Account for any increase in our associated costs and expenses.

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Error Resolution Procedures: In case of errors or questions about transactions involving your Account, call or write GCS customer service at the number or address shown at the end of this Agreement as soon as you can. We must hear from you no later than sixty days after the transaction in question has been reflected on your monthly statement. When you contact us, please provide the following information:

1. Your name and Account Number.
2. Date and amount of transaction.
3. Type of transaction and description of the suspected error. Please explain as clearly as possible why you believe there is an error or why you need additional information.
4. Dollar amount of the suspected error.

If you provide this information orally, we may require that you also send it to us in writing within ten business days. We will tell you the results of our investigation within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five days to investigate your complaint or question. If we decide there is no error, we will send you a written explanation within three business days. You may ask for and receive copies of the documents that we used in our investigation.

Creditor Disputes: You agree to settle all disputes about payments made to your creditors from your Account. We are simply providing your Account to help facilitate your plan to repay your debts. We are not a party to your debt management plan, and you acknowledge that we have no involvement in or responsibilities of any nature with respect to your plan or the results that you may or may not achieve from its execution.

Arbitration and Application of Law: In the event of a dispute or claim relating in any way to this Agreement or our services, you agree that such dispute shall be resolved by binding arbitration utilizing a qualified independent arbitrator of our choosing. Further, you agree that any arbitration shall take place in Colorado Springs, Colorado and that the laws of the State of Colorado shall apply. The decision of an arbitrator will be final and subject to enforcement in a court of competent jurisdiction.

Limitation of Liability: Under no circumstances shall we be liable for any special, incidental, consequential, exemplary or punitive damages.

Change in Terms: We may, at any time, and subject to applicable law, add, delete, or modify the terms, conditions, rights and responsibilities regarding your Account. You will be notified of any changes. However, if the change is made for security purposes, we can implement such change without prior notice. We reserve the right to add, delete, change, modify, or replace, from time to time, and without prior notice, any of our service providers, as we deem necessary in our sole discretion.

Governing Law: The laws of the State of Colorado govern this Agreement without giving effect to the choice of law provisions thereof. If any part of this Agreement is declared void or unenforceable, such provisions shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect, and shall be modified to any extent necessary to give such force and effect to the remaining provisions. No delay or forbearance in the strict observance or performance of any provision of this Agreement, nor any failure to exercise a right or remedy hereunder, shall be construed as a waiver of such performance, right, or remedy, as the case may be.

USA Patriot Act Compliance: In order to assist in combating terrorism and preventing the banking system from being used for money laundering purposes, you authorize us to take those steps that are reasonable and practical to identify you and any information about you, including, without limitation, securing a credit report on you and otherwise verifying your identity as we are required to do so by the USA Patriot Act.

PRIVACY POLICY

We are committed to providing the highest level of security and privacy regarding the collection and use of your personal information. Personal information may be collected from your account Application, any updated information you may provide us from time to time and the banking transactions processed through your Account. A description of our Privacy Policy is provided below. If you have additional questions regarding the privacy of your personal information, please contact GCS customer service at the address shown at the end of this Agreement.

Collection / Use of Personal Information: Our collection of your personal information is designed to protect access to your Accounts and to assist us in providing you with the products and services you want and need. All personal information collected and stored by us, or on our behalf, is used for specific business purposes to protect and administer your Account and transactions, to comply with state and federal banking regulations, and to help us better understand your financial needs in order to design or improve our products and services.

Only approved personnel will have access to your personal information. Furthermore, auditing mechanisms have been put into place to further protect your information by identifying the personnel who may have accessed and in any way modified - for example, updated or added to - your personal information.

Maintenance of Accurate Information: It is in the best interest of both you and us to maintain accurate records concerning your personal information. For this reason, we allow you to update your personal information online, at any time, by using your Password to log into the GCS website or by contacting GCS customer service.

Limited Access to Personal Information: We limit access to your personal information to only those personnel with a business reason for knowing such information. We also educate all personnel about the importance of confidentiality and customer privacy. In addition, individual user names and passwords are used by approved personnel to access your personal information, providing audit trails to further safeguard the privacy of your personal information.

Third-Party Disclosure Restrictions: We follow strict privacy procedures in regard to protecting your personal information. In addition, we require all third parties with a business need to access this information to adhere to similar and equally stringent privacy policies. Personal information may be supplied to a third party in order to process a transaction you have authorized or if the disclosure is required or allowed by law (i.e. exchange of information with reputable reporting agencies, subpoena, or the investigation of fraudulent activity, etc.).

Disclosure of Privacy Policies: We are committed to ensuring the privacy of your personal information. For more information regarding our Privacy Policy, please contact GCS customer service.

SCHEDULE OF FEES AND CHARGES

One-time account setup.....	0.00
Monthly service charge.....	7.50
Transaction and other fees (per item):	
Deposits	
ACH or Electronic Check.....	0.15
Check mail in for deposit.....	3.00
Incoming wire transfer.....	15.00
Dishonored/returned deposit item....	15.00
Disbursements	
ACH.....	0.15
Manual Check or Phone Payment..	3.00
Wire Transfer.....	15.00
2nd day check delivery.....	10.00
Standard next day check delivery...	0.00
Stop payment order.....	17.50

CUSTOMER SERVICE INFORMATION

Website Address:

www.globalclientsolutions.com

Correspondence Address:

9820 E 41st Street, Suite 400
Tulsa, OK 74146
Telephone - (800) 398-7191
Fax - (866) 355-8228

Payment Address:

PO Box 562, Florence, CO 81226

Express Mail Payment Address:

101 E Main, Florence CO 81226
719-784-6316

Wire Transfer Instructions:

Rocky Mountain Bank & Trust
101 East Main, Florence, Colorado 81226
Telephone - (719) 784-6316
ABA# - 107000929
For credit to - Global Client Solutions,
Custodian
Account # - 034584
For further credit to: Your name plus your
16-digit acct. number.

MoneyGram Instructions:

Agent locator - www.moneygram.com

Sending Instructions

Pay to - Global Client Solutions, Custodian
Receive Code - 4912
Account # - "DR" + last 8 digits of your 16-digit
acct. # (Example: DR12345678)